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This SETTLEMENT AGREEMENT made and entered into as of this day of
1966 by and between SUFFOLK FRANKLIN SAVINGS BANK, a banking
corporation organized and existing under the laws of The Commonwealth
of Massachusetts and having a usual place of business within the City
of Boston, Suffolk County, said Commonwealth (hereinafter referred
to as the "Bank") and BOSTON REDEVELOPMENT AUTHORITY, a public body
politic and corporate organized pursuant to the provisions of the
Housing Authority Law, chapter 121 of the Massachusetts General Laws
(Ter. Ed.) as amended (hereinafter referred to as the "Authority")

W I T N E S S E T H T H A T

WHEREAS certain real property of the Bank known and numbered as
1-15 Tremont Street within the City of Boston (hereinafter referred
to as the "Property:") was taken by eminent domain on October 25, 1961
by the Authority;

WHEREAS the Authority, pursuant to offer by it dated February 7,
1962, and accepted pro tanto by the Bank under date of February 9,
1962, of which a copy is hereto attached, made to the Bank on March 8,
1962, the payments set forth in that offer;

WHEREAS the Bank brought a petition for assessment of damages
on account of the said taking and a verdict was returned thereon in
favor of the Bank in the amount of \$1,676,250 but the Authority has
taken steps to bring that case to the Supreme Judicial Court for
appellate review upon exceptions;

WHEREAS the Bank, pursuant to letter from Boston Redevelopment

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Authority to it dated October 25, 1961, has continued in occupation of the Property and has made the regular monthly payments at the rate stated in that letter;

WHEREAS the Bank on March 2, 1965, received notices demanding an increase in said regular monthly payments and has not acceded to such demand; and

WHEREAS there have been extended negotiations between counsel for the parties hereto with respect to the matters hereinbefore referred to and all other matters at issue between them;

NOW, THEREFORE, in consideration of \$847,693.50 (viz: \$1,347,693.50 less the pro tanto payment of \$500,000.) and the mutual promises herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged by each party hereto, it is hereby agreed by and between the Bank and the Authority as follows:

1. The Bank for itself and its successors, legal representatives and assigns, has remised, released and forever discharged, and does hereby remise, release, and forever discharge the Authority, and the Authority for itself and its successors, legal representatives and assigns, has remised, released and forever discharged, and does hereby remise, release, and forever discharge the Bank of and from all debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, extents, executions, and liabilities whatsoever,

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in law, equity and admiralty, or which may result from the existing state of things, which the Bank now has or ever had against the Authority or any of its officers, agents, servants or employees or the Authority now has or ever had against the Bank or any of its officers, agents, servants or employees, including (without limiting the generality of the foregoing) all obligations arising out of or in any manner connected with or pertaining to the Authority's said taking of the Property or the Bank's use and occupancy of the Property to and including May 31, 1966, to which date the Bank, without payment of any additional money therefor, may continue to occupy the Property for the same purposes and in the same manner as the Bank has previously occupied it, provided the Bank complies with applicable laws and regulations and does not use the Property for some different purpose or in some different manner.

2. The Bank may continue to occupy the Property as provided in Paragraph 1 hereof after May 31, 1966, upon payment of a use and occupancy charge at the rate of \$11,562.50 per month payable monthly in advance but adjusted to the date upon which the Bank vacates the Property, in accordance with a termination notice as hereinafter provided. Either party may terminate the Bank's use and occupancy of the Property on any date subsequent to July 30, 1966, specified in a notice delivered to the other party not less than sixty (60) days prior to the date fixed in the notice.

3. Neither this agreement nor anything contained herein shall constitute or be construed as an admission of any liability by either

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party hereto.

IN WITNESS WHEREOF, the Bank and the Authority, each acting by an officer thereunto duly authorized, have caused this instrument to be duly executed under seal as of the day and year first above written.

SUFFOLK FRANKLIN SAVINGS BANK

(SEAL)
ATTEST: _____ title

By _____ title _____

BOSTON REDEVELOPMENT AUTHORITY

(SEAL)
ATTEST: _____ title

By _____
title _____